

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

SHARON M. KEENE,

Plaintiff,

Case No. 15-cv-13270

v

Honorable Thomas L. Ludington

BRANDON GROYA, et al.,

Defendants.

JUDGMENT OF LAND CONTRACT FORECLOSURE

Pursuant to the June 15, 2017 order granting Plaintiff's motion for summary judgment (ECF No. 51), it is **ORDERED** that:

There is due to Plaintiff Sharon M. Keene on the Land Contract mentioned and incorporated in the complaint, for principal and interest, \$138,341.02 as of March 31, 2017 and that Defendants, Brandon Groya and Kelli Groya, are personally liable for its payments. That Defendants Groya shall pay to Plaintiff the amount due to Plaintiff with interest, at the yearly rate of 6.0% from this date, and the costs of this action, to be taxed, on or before the expiration of twenty-one (21) days from the date of entry of this Judgment.

If the Defendants fail to pay that amount, then the premises mentioned in the complaint, and here described, or so much of the premises as may be sufficient to raise the amount found due to Plaintiff with the interest and the costs in this case, and the costs and expenses of sale, and that may be sold separately without material injury to the parties interested, will be sold at public sale, by or under the directions of the Saginaw County Sheriff or his authorized deputy, at any time after the expiration of twenty-one (21) days following entry of this Judgment. The sale is to be made in the County of Saginaw.

Public notice must be published of the time and place of the sale, in accordance with the rules of the Court and MCL § 600.3101, et. seq., MCL § 600.3125, MCL § 600.6052 and MCL § 600.6091. The Plaintiff, or any of the parties in this cause, may become the purchaser.

The Sheriff's deputy is to execute a deed to the purchaser of the premises, on the sale. The Sheriff's deputy, out of the proceeds of the sale, is to pay to the County of Saginaw \$16,623.96 in taxes, to the Plaintiff (or to Plaintiff's attorney) \$499.00 costs in this action to be taxed, and also the amount found due as mentioned, and the interest at the yearly rate of 6.0% from the date of this judgment, or so much of it as the amount realized from the sale of the premises mentioned previously as will pay the total amount due. The deputy Sheriff is to take receipt for the amounts so paid, and file them with a report of the sale and of his/her actions under this judgment; and shall bring the surplus money arising from the sale, if any, into this Court without delay, to abide the further order of this court.

In six (6) months from the date of the sale, **Defendants Brandon Groya and Kelly Groya** and all persons claiming or to claim from or under Brandon Groya or Kelly Groya be forever barred and foreclosed from all equity of redemption, **and claim of in and to the premises** so sold, and every part and parcel, which have not, prior to that time, been redeemed from the sale.

The purchaser of the premises at the sale be let into possession of whatever portions as have not been redeemed; and that any of the parties to this cause, who may be in possession of the premises, or any part of them, and any person who, since the commencement of this action, has come into possession of the property, deliver possession to the purchaser, on production of the deed of the deputy Sheriff for the premises, and a certified copy of the order confirming the report of the sale after the deed has become operative.

If the money from the sale is insufficient to pay the amount found to be due to Plaintiff with interest and costs and the expenses of sale as mentioned above, the deputy Sheriff shall specify the amount of the deficiency in the report of the sale, and that on confirmation of the report of sale, Brandon Groya and Kelli Groya, who have been judged to be personally liable for the debt secured by the land contract, pay to Plaintiff the amount of the deficiency, with interest from the date of the report.

Plaintiff shall file a post-judgment motion to confirm any future foreclosure sale and/or seek a deficiency judgment.

The description and particular boundaries of the property authorized to be sold by virtue of this judgment, to the extent they can be ascertained from the land contract referenced above or from the complaint, are situated in the City of Saginaw, County of Saginaw, State of Michigan, and are more particularly described as follows:

Lot 5, Block 12 in the Division of the City of Saginaw, SOUTH OF CASS STREET, according to the plat thereof recorded in Liber 38 of plats, page 292, Saginaw County Records.

Commonly known as 410 Mackinaw, Saginaw, Michigan 48602
Parcel ID: 90-70-0-19-5000-000

IT IS SO ORDERED.

s/Thomas L. Ludington
THOMAS L. LUDINGTON
United States District Judge

Dated: June 21, 2018

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on June 21, 2018.

s/Kelly Winslow
KELLY WINSLOW, Case Manager